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10 11 12	Attorneys for Plaintiff, Rosalita Williams	
13 14 15 16	UNITED STATES DISTRICT COURT CENTRAL DISTRICT OF CALIFORNIA WESTERN DIVISION	
17 18	Rosalita Williams,	Case No.:
19 20	Plaintiff, vs.	COMPLAINT FOR DAMAGES  FOR VIOLATIONS OF:  1. THE FAIR DEBT COLLECTION
21 22 23	D2 Management LLC,  Defendant.	PRACTICES ACT; AND 2. THE ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT
24 25		JURY TRIAL DEMANDED
26 27 28		

Plaintiff, Rosalita Williams (hereafter "Plaintiff"), by undersigned counsel, brings the following complaint against D2 Management LLC (hereafter "Defendant") and alleges as follows:

### **JURISDICTION**

- 1. This action arises out of Defendant's violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.* ("FDCPA") and violations of the Rosenthal Fair Debt Collection Practices Act, Cal. Civ. Code § 1788, *et seq.* ("Rosenthal Act").
- Jurisdiction of this Court arises under 15 U.S.C. § 1692k(d), Cal. Civ.
   Code 1788.30(f), 28 U.S.C. § 1331 and 28 U.S.C. § 1367.
- 3. Venue is proper before this Court pursuant to 28 U.S.C. § 1391(b), where the acts and transactions giving rise to Plaintiff's action occurred in this district and/or where Defendant transacts business in this district.

## **PARTIES**

- 4. Plaintiff is an adult individual residing in Glendale, California, and is a "person" as defined by 47 U.S.C. § 153(39) and Cal Civ. Code § 1788.2(g).
- 5. Plaintiff is a "consumer" as defined by 15 U.S.C. § 1692a(3), and is a "debtor" as defined by Cal. Civ. Code § 1788.2(h).
- 6. Defendant is a business entity located in Hilton Head Island, South Carolina, and is a "person" as the term is defined by 47 U.S.C. § 153(39) and Cal Civ. Code § 1788.2(g).

- 7. Defendant uses instrumentalities of interstate commerce or the mails in a business, the principle purpose of which is the collection of debts and/or regularly collects or attempts to collect debts owed or asserted to be owed to another, and is a "debt collector" as defined by 15 U.S.C.§ 1692a(6).
- 8. Defendant, in the ordinary course of business, regularly, on behalf of itself or others, engages in the collection of consumer debts, and is a "debt collector" as defined by Cal. Civ. Code § 1788.2(c).

## **ALLEGATIONS APPLICABLE TO ALL COUNTS**

- 9. Plaintiff is a natural person allegedly obligated to pay a debt owed to a creditor other than Defendant (the "Debt").
- 10. Plaintiff's alleged obligation arises from a transaction in which property, services or money was acquired on credit primarily for personal, family or household purposes, is a "debt" as defined by 15 U.S.C. § 1692a(5), and is a "consumer debt" as defined by Cal. Civ. Code § 1788.2(f).
- 11. At all times mentioned herein where Defendant communicated with any person via telephone, such communication was done via Defendant's agent, representative or employee.
- 12. In 2013, Capital One Bank brought suit against Plaintiff regarding non-payment of the Debt.

- 13. Resulting from the litigation, Capital One Bank obtained a judgment against Plaintiff for an amount totaling \$4,621.02.
- 14. Shortly thereafter, Plaintiff began making \$100.00 monthly payments to Capital One Bank's attorney, Bleier & Cox, APC, in order to satisfy the Debt.
- 15. To date, Plaintiff has paid approximately \$1,750.00 towards satisfaction of the outstanding judgment.
- 16. On or about June 8, 2016, Defendant called Plaintiff, purportedly in an attempt to collect a debt.
- 17. During a live conversation, Defendant advised Plaintiff to stop making payments to Bleier & Cox, APC and requested that Plaintiff make payments directly to Defendant instead, claiming that Defendant was calling to collect the same Capital One Bank debt.
- 18. In addition, Defendant misrepresented that Capital One Bank's judgment against Plaintiff was past the statute of limitations in order to induce Plaintiff to pay Defendant directly.
- 19. Defendant then followed up with a letter to Plaintiff, offering to settle the Debt for a lesser amount.
- 20. As a result of Defendant collection attempts, Plaintiff became confused about the debt that Defendant was attempting to collect and confused as to the status of her existing obligations to Capital One Bank.

21. Defendant's actions caused Plaintiff to suffer a significant amount of stress, anxiety, confusion, and frustration.

#### **COUNT I**

## VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. § 1692, et seq.

- 22. Plaintiff incorporates by reference all of the above paragraphs of this complaint as though fully stated herein.
- 23. The FDCPA was passed in order to protect consumers from the use of abusive, deceptive and unfair debt collection practices and in order to eliminate such practices.
- 24. Defendant attempted to collect a debt from Plaintiff and engaged in "communications" as defined by 15 U.S.C. § 1692a(2).
- 25. Defendant misrepresented the character, amount or legal status of the alleged debt, in violation of 15 U.S.C. § 1692e(2)(A).
- 26. Defendant used false, deceptive, or misleading representations or means in connection with the collection of a debt, in violation of 15 U.S.C. § 1692e.
- 27. Defendant used false representations or deceptive means to collect or attempt to collect a debt or obtain information concerning the Plaintiff, in violation of 15 U.S.C.§ 1692e(10).
- 28. Defendant used unfair and unconscionable means to collect a debt, in violation of 15 U.S.C. § 1692f.

- 29. Defendant attempted to collect an amount from Plaintiff that was unauthorized by agreement or law, in violation of 15 U.S.C. § 1692f(1)
- 30. The foregoing acts and/or omissions of Defendant constitute numerous and multiple violations of the FDCPA, including every one of the above-cited provisions.
- 31. Plaintiff was harmed and is entitled to damages as a result of Defendant's violations.

#### **COUNT II**

# VIOLATIONS OF THE ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT, Cal. Civ. Code § 1788, et seq.

- 32. Plaintiff incorporates by reference all of the above paragraphs of this complaint as though fully stated herein.
- 33. The Rosenthal Act was passed to prohibit debt collectors from engaging in unfair and deceptive acts and practices in the collection of consumer debts.
- 34. Defendant did not comply with the provisions of 15 U.S.C. § 1692, *et seq.*, in violation of Cal. Civ. Code § 1788.17.
- 35. Plaintiff was harmed and is entitled to damages as a result of Defendant's violations.

# PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendant for:

A. Actual damages pursuant to 15 U.S.C. § 1692k(a)(1);

1	B. Statutory damages of \$1,000.00 pursuant to 15 U.S.C. §1692k(a)(2)(A);	
3	C. Actual damages pursuant to Cal. Civ. Code § 1788.30(a);	
4	D. Statutory damages of \$1,000.00 for knowingly and willfully committing	
5	violations pursuant to Cal. Civ. Code § 1788.30(b);	
6 7	E. Costs of litigation and reasonable attorneys' fees pursuant to 15 U.S.C.	
8	§ 1692k(a)(3) and Cal. Civ. Code § 1788.30(c);	
9	F. Punitive damages; and	
10		
11	G. Such other and further relief as may be just and proper.	
12	TRIAL BY JURY DEMANDED ON ALL COUNTS	
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15		
16	DATED: March 15, 2017 TRINETTE G. KENT	
17	By: /s/ Trinette G. Kent	
18	Trinette G. Kent, Esq. Lemberg Law, LLC	
19	Attorney for Plaintiff, Rosalita Williams	
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